

Interstate Commerce Commission
Washington, D.C.

0-101A050

APR 10 1980

Fee \$ 10.00

RECORDATION NO. 10386-B
Filed 1425

APR 10 1980 - 11 50 AM

ICC Washington, D.C. INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provisions of 49 U.S.C. §11303 are the original and 6 counterparts of a Second Supplemental Security Agreement dated as of December 27, 1979, supplementing and amending the Security Agreement dated as of May 22, 1979, filed with the Interstate Commerce Commission on May 22, 1979, as document #10386, as heretofore supplemented and amended by a First Supplemental Security Agreement dated as of June 29, 1979, filed with the Interstate Commerce Commission on June 29, 1979, as document #10386-A.

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Mercantile Trust Company National Association, not individually but solely as Trustee under F.I. Trust No. 8
One Mercantile Center
St. Louis, Missouri 63101

Secured Party: The First National Bank of Kansas City, as Security Trustee
Tenth and Baltimore
Kansas City, Missouri 64141

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and 6 copies of the Second Supplemental Security Agreement to J. Richard Fisher, Jr., Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Dated: March 14, 1980

Very truly yours,

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, not individually but solely as Trustee under F.I. Trust No. 8

By A.A. Johnson Jr.
Its VICE PRESIDENT
DEBTOR AS AFORESAID

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Manufacturer of Equipment: Hawker Siddeley Canada Ltd.

Description and Mark and
Number of Items of
Equipment:

167 100-Ton Covered Hopper Cars,
AAR Mechanical Designation LO,
Manufacturer Specification LO-132
Marked and Numbered:

FLIX 2000 - 2001
FLIX 2002
FLIX 2003 - 2004
FLIX 2005
FLIX 2006 thru 2028
FLIX 2031 thru 2036
FLIX 2037
FLIX 2038 - 2039
FLIX 2041
FLIX 2043 thru 2053
FLIX 2055 thru 2057
FLIX 2058
FLIX 2059 thru 2072
FLIX 2074 thru 2099
FLIX 2100 - 2101
FLIX 2104 thru 2111
FLIX 2113 thru 2128
FLIX 2131
FLIX 2133 thru 2136
FLIX 2141 thru 2147
FLIX 2149 thru 2157
FLIX 2159 thru 2164
FLIX 2167 thru 2173
FLIX 2175
FLIX 2177 thru 2180
FLIX 2182 thru 2189

SCHEDULE A

RECORDATION NO. 103867B
Filed 1425
APR 10 1980 - 11 50 AM
INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENTAL SECURITY AGREEMENT

This SECOND SUPPLEMENTAL SECURITY AGREEMENT dated as of December 27, 1979 is between MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not individually but solely as a trustee (the "Debtor") under a Trust Agreement dated as of May 22, 1979 with BameriLease Capital Corporation, a California corporation, and The First National Bank of Kansas City (the "Security Trustee").

WHEREAS, the Debtor and the Security Trustee have entered into a certain Security Agreement dated as of May 22, 1979 and recorded as document #10386 in the records of the Interstate Commerce Commission on May 22, 1979, as supplemented by a First Supplemental Security Agreement dated as of June 29, 1979 and recorded as document #10386-A in the records of the Interstate Commerce Commission on June 29, 1979 (the Security Agreement as supplemented by the First Supplemental Security Agreement being hereinafter referred to as the "Security Agreement", the defined terms therein being used herein with the same meanings) which Security Agreement provides, among other things, for a security interest in certain Items of Equipment of the Debtor to secure the payment of principal and interest on the Notes;

WHEREAS, the Items of Equipment described in Schedule A hereto;

WHEREAS, Section 2.2(h) of the Participation Agreement provides for revised amortization of the Notes for the purpose of optimizing the cash flows available to the Trustor; and

WHEREAS, Section 2.2(h)(iv) of the Participation Agreement provides for the execution of a Supplemental Security Agreement for the purpose of setting forth the form of new Notes which may be exchanged for Notes initially issued under the Security Agreement;

NOW, THEREFORE, in order to amend the Amortization Schedule set forth in Schedule 1 to the Security Agreement and to amend the form of Note set forth as Exhibit A to the Security Agreement, the parties hereto agree as follows:

1. The Amortization Schedule attached hereto as Schedule 1 shall be substituted for Schedule 1 to the Security Agreement.

2. The form of 10% Secured Note attached hereto as Exhibit A shall be substituted for Exhibit A to the Security Agreement.

3. Except as set forth in paragraphs 1 and 2 hereto, all of the provisions of the Security Agreement are hereby ratified, confirmed and agreed to.

4. This Second Supplemental Security Agreement is being delivered in the State of Missouri and shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Security Agreement to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

MERCANTILE TRUST COMPANY NATIONAL
ASSOCIATION, not individually
but solely as Trustee under
F.I. Trust No. 8

By A. A. Johnson Jr.
Its VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

Victor Zarnell
ASSISTANT Secretary

THE FIRST NATIONAL BANK OF KANSAS
CITY

By R. L. Moore
Its SENIOR VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

[Signature]
Assistant Secretary

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 14th day of March, 1980, before me personally appeared O.A. JOHNSON, JR., to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Berrien Elwes Starr

Notary Public

Berrien Elwes Starr

(SEAL)

My commission expires: 7/21/80

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 25th day of March, 1980, before me personally appeared RICHARD L. MOORE, to me personally known, who being by me duly sworn, says that he is a SENIOR VICE PRESIDENT of THE FIRST NATIONAL BANK OF KANSAS CITY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda S. Schnell

Notary Public

(SEAL)

My commission expires:

LINDA S. SCHNELL

NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.

MY COMMISSION EXPIRES JULY 1, 1981

DESCRIPTION OF ITEMS OF EQUIPMENT

Manufacturer of Equipment: Hawker Siddeley Canada Ltd.

Description and Mark and
Number of Items of
Equipment: 167 100-Ton Covered Hopper Cars,
AAR Mechanical Designation LO,
Manufacturer Specification LO-132
Marked and Numbered:

FLIX 2000 - 2001
FLIX 2002
FLIX 2003 - 2004
FLIX 2005
FLIX 2006 thru 2028
FLIX 2031 thru 2036
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FLIX 2149 thru 2157
FLIX 2159 thru 2164
FLIX 2167 thru 2173
FLIX 2175
FLIX 2177 thru 2180
FLIX 2182 thru 2189

SCHEDULE A
(to Second Supplemental Security Agreement)

AMORTIZATION SCHEDULE

(Payments Required Per \$100,000 Principal Amount
of 10% Secured Notes of Debtor)

<u>Number of Installment</u>	<u>Total Payment</u>	<u>Portion Allocated to Principal</u>	<u>Portion Allocated to Interest</u>	<u>Principal Balance</u>
1	3,269.16	769.16	2,500.00	99,230.84
2	3,269.16	788.39	2,480.77	98,442.45
3	3,269.16	808.10	2,461.06	97,634.35
4	3,269.16	828.30	2,440.86	96,806.05
5	3,269.16	849.01	2,420.15	95,957.04
6	3,269.16	870.23	2,398.93	95,086.81
7	3,269.16	891.99	2,377.17	94,194.82
8	3,269.16	914.29	2,354.87	93,280.53
9	3,269.16	937.15	2,332.01	92,343.38
10	3,269.16	960.58	2,308.58	91,382.80
11	3,269.16	984.59	2,284.57	90,398.21
12	3,269.16	1,009.20	2,259.96	89,389.01
13	3,269.16	1,034.43	2,234.73	88,354.58
14	3,269.16	1,060.30	2,208.86	87,294.28
15	3,269.16	1,086.80	2,182.36	86,207.48
16	3,269.16	1,113.97	2,155.19	85,093.51
17	3,269.16	1,141.82	2,127.34	83,951.69
18	3,269.16	1,170.37	2,098.79	82,781.32
19	3,269.16	1,199.63	2,069.53	81,581.69
20	3,269.16	1,229.62	2,039.54	80,352.07
21	3,269.16	1,260.36	2,008.80	79,091.71
22	3,269.16	1,291.87	1,977.29	77,799.84
23	3,269.16	1,324.16	1,945.00	76,475.68
24	3,269.16	1,357.27	1,911.89	75,118.41
25	3,269.16	1,391.20	1,877.96	73,727.21
26	3,269.16	1,425.98	1,843.18	72,301.23
27	3,269.16	1,461.63	1,807.53	70,839.60
28	3,269.16	1,498.17	1,770.99	69,341.43
29	3,269.16	1,535.62	1,733.54	67,805.81
30	3,269.16	1,574.01	1,695.15	66,231.80
31	3,269.16	1,613.36	1,655.80	64,618.44
32	3,269.16	1,653.70	1,615.46	62,964.74
33	3,615.91	2,041.79	1,574.12	60,922.95
34	3,615.91	2,092.84	1,523.07	58,830.11
35	3,615.91	2,145.16	1,470.75	56,684.95
36	3,615.91	2,198.79	1,417.12	54,486.16
37	3,261.01	1,898.86	1,362.15	52,587.30
38	3,261.01	1,946.33	1,314.68	50,640.97
39	3,261.01	1,994.99	1,266.02	48,645.98
40	3,261.01	2,044.86	1,216.15	46,601.12

SCHEDULE 1
(to Second Supplemental Security Agreement)

<u>Number of Installment</u>	<u>Total Payment</u>	<u>Portion Allocated to Principal</u>	<u>Portion Allocated to Interest</u>	<u>Principal Balance</u>
41	2,913.79	1,748.76	1,165.03	44,852.36
42	2,913.79	1,792.48	1,121.31	43,059.88
43	2,913.79	1,837.29	1,076.50	41,222.59
44	2,913.79	1,883.23	1,030.56	39,339.36
45	2,574.64	1,591.16	983.48	37,748.20
46	2,574.64	1,630.93	943.71	36,117.27
47	2,574.64	1,671.71	902.93	34,445.56
48	2,574.64	1,713.50	861.14	32,732.06
49	2,820.87	2,002.57	818.30	30,729.49
50	3,182.04	2,413.80	768.24	28,315.69
51	3,235.34	2,527.45	707.89	25,788.24
52	3,235.34	2,590.63	644.71	23,197.61
53	3,235.34	2,655.40	579.94	20,542.21
54	3,235.34	2,721.78	513.56	17,820.43
55	3,235.34	2,789.83	445.51	15,030.60
56	3,235.34	2,859.57	375.77	12,171.03
57	3,235.34	2,931.06	304.28	9,239.97
58	3,235.34	3,004.34	231.00	6,235.63
59	3,235.34	3,079.45	155.89	3,156.18
60	3,235.08	3,156.18	78.90	0.00

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION
As Trustee under F.I. Trust No. 8

10% SECURED NOTE

No.

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FOR VALUE RECEIVED, the undersigned, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, not individually but solely as trustee (the "Trustee") under that certain Trust Agreement dated as of May 22, 1979, between BameriLease Capital Corporation, as Trustor (the "Trustor"), and the Trustee, sometimes identified as F.I. Trust No. 8 (the "Trust Agreement") promises to pay to

or registered assigns,
the principal sum of

in 59 installments of principal in the respective amount set forth below (said amounts being expressed as percentages of the original principal amount hereof) payable on the 27th day of each March, June, September and December commencing March 27, 1980, to and including September 27, 1994:

<u>Payment Date</u>	<u>Amount of Payment</u>	<u>Payment Date</u>	<u>Amount of Payment</u>	<u>Payment Date</u>	<u>Amount of Payment</u>
3/27/80	0.76916	6/27/85	1.29187	9/27/90	1.83729
6/27/80	0.78839	9/27/85	1.32416	12/27/90	1.88323
9/27/80	0.80810	12/27/85	1.35727	3/27/91	1.59116
12/27/80	0.82830	3/27/86	1.39120	6/27/91	1.63093
3/27/81	0.84901	6/27/86	1.42598	9/27/91	1.67171
6/27/81	0.87023	9/27/86	1.46163	12/27/91	1.71350
9/27/81	0.89199	12/27/86	1.49817	3/27/92	2.00257
12/27/81	0.91429	3/27/87	1.53562	6/27/92	2.41380
3/27/82	0.93715	6/27/87	1.57401	9/27/92	2.52745
6/27/82	0.96058	9/27/87	1.61336	12/27/92	2.59063
9/27/82	0.98459	12/27/87	1.65370	3/27/93	2.65540
12/27/82	1.00920	3/27/88	2.04179	6/27/93	2.72178
3/27/83	1.03443	6/27/88	2.09284	9/27/93	2.78983
6/27/83	1.06030	9/27/88	2.14516	12/27/93	2.85957
9/27/83	1.08680	12/27/88	2.19879	3/27/94	2.93106
12/27/83	1.11397	3/27/89	1.89886	6/27/94	3.00434
3/27/84	1.14182	6/27/89	1.94633	9/27/94	3.07945
6/27/84	1.17037	9/27/89	1.99499		
9/27/84	1.19963	12/27/89	2.04486		
12/27/84	1.22962	3/27/90	1.74876		
3/27/85	1.26036	6/27/90	1.79248		

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

EXHIBIT A
(to Second Supplemental Security Agreement)

with a final installment on December 27, 1994 in an amount equal to the entire principal remaining unpaid as of said date, and to pay interest from the date hereof until maturity at the rate of 10% per annum (computed on the basis of a 360-day year and actual days elapsed until December 27, 1979, and thereafter computed on the basis of a 360-day year of 12 consecutive 30-day months) on the unpaid principal hereof payable on December 27, 1979 and quarterly thereafter on the 27th day of each March, June, September and December until the principal hereof shall be fully paid and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of 11% per annum after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 10% Secured Notes of the Trustee not exceeding \$10,000,000 in aggregate principal amount (the "Notes") issued under and pursuant to the Participation Agreement dated as of May 22, 1979 among the Trustee, Farmland Industries, Inc. (the "Lessee"), the Trustor, The First National Bank of Kansas City (the "Secured Party") and the institutions referred to in Schedule 1 thereto and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement-Trust Deed dated as of May 22, 1979 (the "Security Agreement") from the Trustee to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral (the "Collateral"), the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Trustee in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Trustee agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Secured Party, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Missouri.

It is expressly understood and agreed by and between the Trustee, the Trustor and the holder of this Note and their respective successors and assigns that this Note is executed

by Mercantile Trust Company National Association, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee (and Mercantile Trust Company National Association hereby warrants that it possesses full power and authority to enter into and perform this Note), that in no case whatsoever shall it (or any entity acting as successor Trustee under the Trust Agreement) or the Trustor (as defined in the Participation Agreement) be personally liable on, or for any loss in respect of, any of the statements, representations, warranties, agreements or obligations of the Debtor hereunder, as to all of which the other parties hereto and the holders of the Notes agree to look solely to the Collateral, that each and all of the representations, undertakings and agreements herein made on the part of the Trustee are each and every one of them made and intended not as personal representations, undertakings and agreements by the Trustee or the Trustor, or for the purpose or with the intention of binding the Trustee or the Trustor personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Note is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee as trustee under the Trust Agreement, that except in the case of negligence or misconduct of the Trustee (which negligence or misconduct shall not be imputed to the Trustor), nothing herein contained shall be construed as creating any liability on the Trustee or the Trustor, individually or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, Mercantile Trust Company National Association or the Trustor, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the holder of this Note and by each and every person now or hereafter claiming by, through or under the holder of this Note, and that so far as the Lessor or the Trustor, individually or personally are concerned, the Trustee and any person claiming by, through or under the Trustee shall look solely to the Collateral for the performance of any obligation under this Lease. The term "Trustee" as used in this Note shall include any trustee succeeding the Trustee as trustee under the Trust Agreement or the Trustor if the trust created thereby is revoked. Any obligation of the Trustee hereunder may be performed by the Trustor, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Note shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Trustee hereunder.

IN WITNESS WHEREOF, the Trustee has caused this Note to be duly executed.

MERCANTILE TRUST COMPANY NATIONAL
ASSOCIATION, not individually
but solely as Trustee under
F.I. Trust No. 8

By _____
Its _____